

GLOBAL BIDDING DOCUMENT

(Two Bid System for Machinery & Equipment)

FOR
NATIONAL CANCER INSTITUTE
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(JHAJJAR CAMPUS)

NIB Ref: HITES/PCD/NCI-AIIMS/ Pathology/25-26



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2. Interested bidders are advised to download the Bidding document from the websites www.hllhites.com or <https://etenders.gov.in/eprocure/app> for complete details.
3. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPPP website: <https://etenders.gov.in/eprocure/app> only.
4. The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
5. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
6. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.
7. All prospective bidders (maximum two representative of a firm bearing ID proof issued by their firm) may attend the Pre-bid conference meeting. The venue, date and time indicated above.
8. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of '**HLL Infra Tech Services Limited**' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organization.
9. **Tender Processing Fee and Bid Security (BS) in original** should be deposited, within the scheduled latest date & time of tender submission as mentioned above, in the Tender Box located at: **HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh**, failing which the bid shall be summarily rejected.
10. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

CEO (HITES)

SECTION - II**GENERAL INSTRUCTIONS TO BIDDERS (GIB)
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GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- i. "Purchaser" means HLL INFRA TECH SERVICES LIMITED (HITES) for and on behalf of The Director, AIIMS, New Delhi.
- ii. "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- iii. "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- iv. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- v. "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- vi. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vii. "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii. "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x. "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- xi. "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
- xiii. "Day" means calendar day.

1.3 Abbreviations:

- (i) "NIT" means Notice Inviting Tenders.
- (ii) "GIB" means General Instructions to Bidders
- (iii) "SIT" means Special Instructions to Bidders
- (iv) "GCC" means General Conditions of Contract
- (v) "SCC" means Special Conditions of Contract

- (vi) "LC" means Letter of Credit
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "GST" means Goods & Service Tax
- (x) "CD" means Custom Duty
- (xi) "BL" means Bill of Lading
- (xii) "FOB" means Free on Board
- (xiii) "CIF" means Cost, Insurance and Freight
- (xiv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally, the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
- (xvi) "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

2. Introduction

- 2.1 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Bid

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

5. Eligible Bidders

- 5.1 This Invitation for Tenders is open to all bidder who fulfill the eligibility criteria specified in these documents.

6. Eligible Goods and Services

- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Bid Expense

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I – “Notice Inviting Bid” (NIB), the Bidding Documents include:

Section II	– General Instructions to Bidders (GIB)
Section III	– Special Instructions to Bidders (SIB)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications& General Points
Section VIII	–Qualification Criteria
Section IX	– Bid Form
Section X	– Price Schedules
Section XI	– Bank Guarantee Form for Bid Security
Section XII	– Manufacturer’s Authorization Form
Section XIII	– Bank Guarantee Form for Performance Security/CAMC Security
Section XIV	– Contract Forms A & B
Section XV	– Proforma of Consignee Receipt Certificate
Section XVI	– Proforma of Consignee Acceptance Certificate by the consignee
Appendix A	– Integrity Pact

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for bidding, bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

9. Amendments to a Bidding documents

- 9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.

- 9.2 Such an amendment will be notified through CPPP (<https://etenders.gov.in/eprocure/app>) and/or www.hllhites.com and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Bid document

- 10.1 A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than ten days (unless otherwise specified in the SIB) prior to the prescribed date of submission of Bids.

C. PREPARATION OF BIDS

11. Documents comprising the e-Bid

- 11.1 The bid(s) shall only be submitted online as mentioned below:

A) Techno-commercial Bid (Un-priced Bid)

(Bidders shall furnish the following information along with technical tender in pdf format):

- i) Bid Security furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of Bid Security.
- ii) Bid Form as per Section IX (without indicating any price).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted.
- iv) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorisation Form.
- v) Power of Attorney in favor of the signatory who is digitally signing the bidding documents and signatory of Manufacturer's Authorization Form.
- vi) Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the bidding documents.
- vii) Performance Statement as per section VIII along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be.
- x) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xi) Self-attested copies of GST registration certificate and PAN Card.
- xii) Non-conviction/no pending conviction certification issued by Notary on

- non-judicial stamp paper for preceding three years.
- xiii) A declaration that bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
 - xiv) Technical and Commercial Compliance statement in excel format provided in the e-tender portal.
 - xv) A self-declaration on Rs. 100/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India) in last 5 years.
 - xvi) Product catalogues/original Data Sheets for all quoted items.
 - xvii) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.
 - xviii) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

B) Price Tender:

Price Schedule(s) as per format provided in the portal, duly filled in with all the details including Make, Model, HSN Code etc. of the goods offered, is to be uploaded.

The price bid format is provided in excel format along with this Bidding Document at <https://etenders.gov.in/eprocure/app> under given Tender ID.

Bidders are advised to download this Price Bid Format as it is and quote their offer/rates in the permitted column and upload the same in the Price Bid. **Bidder shall not tamper/modify the downloaded price bid template in any manner.** The Instruction given in the Price Bid Format shall strictly be adhered to.

Note:

The tender Processing fee, BID SECURITY and **Integrity Pact (Appendix A) on non-judicial stamp paper** has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.

- 11.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid. Individuals signing the bid or other documents connected with a contract must specify whether he signs as:

- i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- iii. Constituted attorney of the firm if it is a company.

Note:

- 1. In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
- 2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any

partner, the bid and all other related documents must be signed by every partner of the firm.

3. A person signing the bid form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

- 11.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

12. Bid Currencies

- 12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.
- 12.3 Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Bid Prices

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices, applicable taxes and total bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required.
- 13.2 If there is more than one schedule in the "List of Requirements", the bidder has the option to submit its bid for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached Under Section X.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
 - 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding Price Schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
- c) Charges towards Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) The price of Incidental Services (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
- e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted on FOB at port/ FCA at airport of shipment, as mentioned in List of Requirements, Technical Specification and Price Schedule
- b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
- c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
- d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
- e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
- f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
- g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Taxes and Duties:

13.5.1 GST (Goods & Services Tax)

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

13.5.2 Customs Duty

The Purchaser will pay the Customs duty wherever applicable.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this Bidding Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:
- a) The complete name and address of the Indian Agent.
 - b) The details of the services to be rendered by the agent for the subject requirement.
 - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CAMC period.

15. Firm Price

- 15.1 Unless otherwise specified in the SIB, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIB clause 13 will apply.

16. Alternative Models

- 16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the bidding document of same manufacturer with single Bid Security.
- 16.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same ATE for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same ATE.
- 16.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.

17 Documents Establishing Bidder's Eligibility and Qualifications

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
 - b) In case the bidder is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

18. Documents establishing good's Conformity to Bidding Document.

- 18.1 The bidder shall provide in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the bid fully conform to the goods and services specified by the purchaser in the Bidding Documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bidding Documents to establish technical responsiveness of the goods and services offered in its bid.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Bid Security (BS)

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Bids (NIB). The Bid Security is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The bidders who are currently registered with MSME for the specific goods as per bidding document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall enclose relevant certificate of registration issued by department of MSME.

Note: Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME

19.3 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:

- i) Account Payee Demand Draft/ Banker's cheque
- ii) Fixed Deposit Receipt
- iii) Bank Guarantee
- iv) Insurance Security Bond

19.4 The **Demand Draft** or **Banker's Cheque** or **Fixed Deposit Receipt** shall be drawn on any commercial bank in India or country of the bidder, in favour of the "....."(as indicated in the NIB) payable at New Delhi. In case of **Bank Guarantee**, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in this document.

19.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno-Commercial Bid opening date.

19.6 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

19.7 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Bid Validity

20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Bidding Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original

validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

- 20.3 In case the day up to which the bids are to remain valid falls on/subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Bid

- 21.1 The bidders shall submit their bids online as per the instructions contained in GIB Clause 11 and any other specific instruction mentioned in the CPPP portal using the digital signature.
- 21.2 Unless otherwise mentioned in the SIB, a bidder shall submit their bid online only.
- 21.3 The Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 21.4 All the documents of the bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the bid including printed literature (if any), shall be initialed and stamped by the same person(s) signing the bid. The bid shall not contain any eraser or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed and stamped by the person(s) signing the bid.
- 21.5 The bidder is to seal the bid and writing the address of the purchaser and the bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____(The bidder is to put the date & time of bid opening) are to be written on this envelope. If the envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 Bidding Document seeks quotation following "Two Bid System", in two parts. First part will be known as 'Techno-Commercial Bid', and the second part 'Price Bid' as specified in clause 11 of GIB.

D. SUBMISSION OF BIDS

22. Submission of Bids:

- 22.1 Unless otherwise specified, the bidders are to drop the Bids in the tender box located at **HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** or the same shall be submitted by the bidder by hand to concerned Project Officer dealing hand or his nominee. The necessary entry will be made in the Bid Receipt Register.
- 22.2 The bidders must ensure that they submit the on-line bids within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and Bid Security within its scheduled date & time. It is the responsibility of the bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of bid falls on / is

Subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

- 22.3 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 22.4 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding document.
- 22.5 Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- 22.6 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be dropped in the Tender Box latest by the last date of bid submission or as specified in the Bidding Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 22.8 The server time (which is displayed on the dashboard of the e-tendering portal) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 22.9 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 22.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

23. Late Bid:

- 23.1 A bid, which is received after the specified date and time for receipt of bids will be treated as “late bid” and will be ignored.

24. Alteration and Withdrawal of Bid

- 24.1 The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.
- 24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the Bid Security furnished by the bidder in its bid.

E. BID OPENING

25. Opening of Bids:

- 25.1 The purchaser will open the bids at the specified date and time and at the specified place as indicated in the NIB.

In case the specified date of bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the bidder, who have submitted bids on time may attend the bid opening provided they bring with them letter of authority from their bidder. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidder's names and addresses.
- 25.3 Two Bid System as mentioned in Para 21.6 above will be as follows. The "Techno - Commercial Bids" are to be opened in the first instance, at the prescribed time and date as indicated in NIB. These Bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the Bidding Document. During the Techno-Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, Bid Security and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno-Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial Bid. The prices, special discount if any of the goods offered etc., as deemed fit by bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

- 26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

27. Scrutiny of Bids

- 27.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 27.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 27.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding Documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 27.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and may be ignored;
- (i) Bid form as per Section IX not enclosed.
 - (ii) Bid is unsigned.
 - (iii) Bid validity is shorter than the required period.

- (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been provided.
- (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the desired Manufacturer's Authorization Form as per Section XIII.
- (vi) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
- (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
- (viii) Poor/unsatisfactory past performance.
- (ix) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
- (x) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
- (xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xii) Bidder has not agreed for the delivery terms and delivery schedule.
- (xiii) The Integrity pact (At Appendix-A) on non-judicial stamp paper should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by registered/speed post/email. If the bidder does not agree to the observation of the purchaser, the bid is liable to be ignored.

30. Qualification Criteria

- 30.1 Bids of the bidder, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non-responsive and will not be considered further.
- 31. Conversion of Bid currencies to Indian Rupees**
- 31.1 In case the Bidding Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Bid' opening.
- 32. Schedule-wise Evaluation**
- 32.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidders have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.
- 33. Comparison of Bids**
- 33.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance Contract Charges (CAMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum." However the payment of CAMC shall be made to the successful bidder at approved rates.
- 34. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**
- 34.1 Further to GIB Clause 33 above, the purchaser's evaluation of a bid will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- 34.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.
- 34.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.

35. Bidder's capability to perform the contract

- 35.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 35.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Bidding Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

36. Contacting the Purchaser

- 36.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIB/Bidding Document and / or its bid, it should do so only in writing.
- 36.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT**37. Purchaser's Right to accept any bid and to reject any or all bids.**

- 37.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

38. Award Criteria

- 38.1 Subject to GIB clause 37 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 35.

39. Variation of Quantities at the Time of Award/ Currency of Contract

- 39.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.
- 39.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

40. Notification of Award

40.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

40.2 The Notification of Award shall constitute the conclusion of the Contract.

41. Issue of Contract

41.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

41.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

41.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

42. Non-receipt of Performance Security and Contract by the Purchaser

42.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 40 and 41 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

43. Return of Bid Security

43.1 The Bid Security of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

44. Publication of Bid Result

44.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the Website of AIIMS, CPPP and HITES.

H. CORRUPT OR FRADULENT PRACTICES

45. Corrupt or Fraudulent Practices

45.1 It is required by all concerned namely the Bidder /Suppliers/Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION – III**SPECIAL INSTRUCTIONS TO BIDDERS
(SIB)**

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision	Ref. Page No.
A	1 to 7	Preamble	No Change	
B	8 to 10	Bidding Document	No Change	
C	11 to 21	Preparation of Bids	Change in GIB Clause no. 19, 21.1	
	19		Additional para 19.9 as under	15
D	22 to 24	Submission of Bids	No Change	
E	25	Bid Opening	No Change	
F	26 to 36	Scrutiny and Evaluation of Bids	Change in GIB Clause no. 33	
	33	Comparison of Bids	Additional para 33.2 as under	21
G	37 to 44	Award of Contract	No Change	
H	45	Corrupt or Fraudulent Practices	No Change	

19. Bid Security (BS)

19.9 HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

Name of the Beneficiary	Bank Details	Account number	IFSC Code
HLL INFRA TECH SERVICES LTD.	ICICI BANK, SECTOR 62 BRANCH, NOIDA	158005003923	ICIC0001580

33. Comparison of Bids

33.2 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids.

Added Para (Ref. GIB Clause 33 & 34):

The comparison of bids will be based on GIB Clause 33, 34 and if any, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty (for number of years specified at section VI; List of Requirement, Part I) and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

SECTION - IV**GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES**

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1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Bidding Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule.

5. Performance Security

- 5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser/buyer, the supplier, shall furnish Performance Security to the Purchaser/buyer for an amount equal to ten percent (10%) of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser/buyer. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

- 5.3 In the event of any failure/default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CAMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Comprehensive Annual Maintenance Contract as per the 'Contract Form - B' in Section XV with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CAMC security in favour of concerned Director AIIMS/Chief of Centres/MS of Hospital/Head of the Department/Dean as per the format in Section XIV.

6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications under Section VII and in SCC under Section V. In case the packing requirements are amended due to issue of any

amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification under Section VII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number
- d. Country of origin of goods
- e. Consignee's name and full address and
- f. Supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the

risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

- 8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms.

11. Insurance

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- i) In case of supply of domestic goods on Free Delivery at Consignee's Site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

- ii) In case of supply of the imported goods on CIP (named port of Destination Basis), the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/End User to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/End User before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section - VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services:

- i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- ii) Turnkey work (if any).
- iii) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
- iv) Supplying required number of operation & maintenance manual for the goods.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

Within 24 hours of dispatch, the supplier shall notify the concerned Store Officer in AIIMS Clearing Agent and others concerned the complete details of dispatch and also supply following documents by air mail/ courier etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

15. Warranty and CAMC

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-

- All kinds of Motors.
- Plastic & Glass Parts against any manufacturing defects.
- All kinds of sensors.
- All kinds of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

15.5 In case of any claim arising out of this warranty and CAMC period the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 unless revised in SCC in Section V of Bidding Document.

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- 15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per conditions laid down in the Bidding Document.
- 15.7 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be upto the completion of the original warranty period of the main equipment.
- 15.8 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.12 The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

16. Assignment

- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of Contract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment/modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract except for any price adjustment authorized in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

A) Payment for Indigenous Goods (M&E) Or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- a) **On delivery:** 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
 - (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount, **HSN/SAC code, Taxable value, Rate and amount of Taxes i.e., CGST/SGST/IGST, QR code; Invoice should indicate Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to as: Place of**

Supply. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only;

- (ii) Consignee Receipt Certificate as per Section XV of bidding document in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package
- (iv) Inspection certificate issued by the nominated Inspection agency, if any
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin
- (vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.

- b) **On Acceptance:** Balance 25% payment would be made against “Consignee Acceptance Certificate” of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. “Consignee Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable). **No Claim Certificate should also be submitted along with balance payment as per the attached Format-I.**

NOTE: Invoice should indicate bill to consignee and ship to as: Place to supply. Supplier shall ensure that the invoice is raised in the name of consignee with GSTIN of consignee only. Subsequent to delivery and acceptance of the goods the bills and documents mentioned above shall be forwarded to M/s HITES, Noida for release of payment.

- B) Payment for Imported Goods(M&E):** Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

- a) **On Shipment:** 75% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods dispatch by Sea/Air shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:
- i) Commercial Supplier’s Invoice giving full details of the goods including quantity, value, etc.;
 - ii) Packing list;
 - iii) Certificate of country of origin;
 - iv) Negotiable clean Bill of Lading/Airway Bill;
 - v) Insurance Certificate; (if applicable)
 - vi) Manufacturer’s guarantee and Inspection certificate; (if applicable)
 - vii) Inspection certificate issued by the Purchaser’s Inspector; (if applicable)
 - viii) Any other document(s) as and if required in terms of the contract.
- b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against “Final Acceptance Certificate” to be issued by the End User through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. “Consignee Acceptance Certificate” need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).
- c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against “Installation and Acceptance Certificate” to be issued by the End User through Wire Transfer.
- d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision,

Demonstration and Training), if applicable will be paid in Indian Rupees to the Indian Agent on submission of "Installation and Acceptance Certificate" by the End User.

- e) **Payment of Indian Agency Commission:** Indian Agency Commission (IAC) will be paid to the Authorized manufacturer's agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The agency commission payment shall be made on submission of "Installation and Acceptance Certificate" by the End User.

- C) **Payment of Civil/Electrical Works at site:** The payment related to Civil/Electrical Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. The payment for Civil/Electrical works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

- D) **Payment for Comprehensive Annual Maintenance Contract Charges:** The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Section XV of the bidding document valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 10 lakh.

21.2 Terms of payment for imported goods

- 21.2.1 The supplier shall not claim any interest on payments under the contract.
- 21.2.2 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.2.3 Irrevocable & non-transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.
- 21.2.4 The payment shall be made in the currency/currencies authorised in the contract.
- 21.2.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.
- 21.2.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that, payment has been fulfilled as required under the contract.
- 21.2.7 While claiming reimbursement of duties, taxes etc. (like GST, sales tax, excise duty, custom duty) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property

- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated Damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for Default

- 24.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for Insolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not

foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.

- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for Convenience

- 27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing Language

- 28.1 The contract shall be written in English language following the provision as contained in GIB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as

incorporated in the contract.

- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of Disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 30.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).
- 30.4 **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.5 **Jurisdiction of the court** will be from the place where the Bidding Document has been issued, i.e., New Delhi, India.

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

32 Withholding and Lien in respect of sums claimed

- 32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- 32.2 It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of

the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

Added Para:

1. Performance Security

- 1.1 Following are the details for submission of necessary SFMS from BG issuing Bank in case the Performance Security is submitted in form of Bank Guarantee (BG):

Name of Beneficiary: **The Director –AIIMS, New Delhi**
Bank Name & address: **State Bank of India, Ansari Nagar, New Delhi**
IFSC Code: **SBIN0001536**

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

Any specific clause, mentioned in the technical specification shall prevail and will supersede the similar clause mentioned anywhere in the Bidding Document.

The applicable period of warranty & CAMC shall be as mentioned in the List of Requirement as per section VI of this Bidding Document.

SECTION- VI**LIST OF REQUIREMENTS****Part I:**

Sl. no.	Tender ID	Short Description of goods	Quantity	Warranty Period	CAMC period after warranty
1	2025_HITE_238301_1	Multiblock High throughput Real Time PCR	1	2 years	8 years
2	2025_HITE_238301_2	Imaging & Analysis For Cytogenetics – Fully Motorized System Digital Slide Scanner (Metaphase Finder System)	1	2 years	8 years
3	2025_HITE_238301_3	Digital Slide Scanning System	1	2 years	8 years
4	2025_HITE_238301_4	Trinocular Microscope With Camera (Decaheader) Research & Teaching	2	2 years	8 years
5	2025_HITE_238301_5	Trinocular Microscope with Camera (IPentaheader) Research & Teaching	2	2 years	8 years
6	2025_HITE_238301_6	Trinocular Phase contrast Microscope & Image Analysis Software	3	2 years	8 years
7	2025_HITE_238301_7	Fully Automated Tissue Processor, 300 Block Capacity For Histopathology	2	2 years	8 years
8	2025_HITE_238301_8	Automated Slide-Stainer for Histopathology	2	2 years	8 years
9	2025_HITE_238301_9	Cryostat	1	2 years	8 years

Part II: Required Delivery Schedule:**For Indigenous and/or Imported goods:**

45 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.

Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 15 days of handing over the site for installation, whichever is later.

For delayed submission of above documents, delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training

etc. as specified in GCC Clause 13.

Part IV: Turnkey Work (if any) as per details in Technical Specification.

Part V: Warranty period as per details mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance.

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

Part VI: Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India:

Free Delivery at Consignee's Site(s)

b) For Imported goods directly from abroad:

The foreign bidders are required to quote their rates on CIP (Named Port of Destination Basis) giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP (Named Port of Destination basis).

Insurance (Local Transportation and Storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

c) The Consignee details are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Centers/Hospital/Departments:

Consignee	Contact Address	Air Port	Sea Port
The Director, National Cancer Institute – AIIMS (Jhajjar Campus)	Badsha Village Jhajjar, Haryana	New Delhi	ICD Tuglakabad (for containerised shipments) Or ICD Patparganj

Note: The consignee will ensure timely issue of e-LORA, PNDT, CDEC etc., wherever applicable to the supplier.

SECTION - VII

TECHNICAL SPECIFICATION AND GENERAL POINTS

Technical Specification- Multiblock High throughput Real Time PCR

Sl. No	Technical Specification
1	Thermal cycling system: Peltier Based
2	All the necessary blocks change should be user changeable, and system must be quoted with 96 well and quoted.
	Optical System: Detection by CCD camera /photodiode/PMT/CMOS and excitation by LED
b	Minimum six-excitation and six-emission filters set
4	Chemistry support: Support both TaqMan or SYBR green chemistry
5	Sensitivity: The system should be able to detect single copy of template for a single reaction
6	Dynamic range should be demonstrated to be at least 9 logs
7	Run Time: 45±10 minutes for 96 well block
8	Temperature range: 4°C-99°C
9	Block ramp temperature 5 or more
10	The normalization of reaction due to non-PCR related fluctuations possible by using any calibrated dye
11	Resolution: should be able to detect as low as 1.5-fold change for singleplex reaction
12	Computer system: Instrument can run either standalone with touch screen interface or
13	External computer system. Capacity to store minimum 100 runs files.
14	Data analysis Software: It should include software to collect and analyse the data for the
15	Applications of absolute quantification, real time gene expression, presence/absence
16	Assays, allelic discrimination/SNP (Single Nucleotide Polymorphism) detection and HRM. Related software licence must include without additional cost
17	Laptop/desktop : One branded desktop i9, 16 Gb Ram, 1Tb SSD Hard disk, 24 inch monitor must include without additional cost for data analysis
18	The necessary consumables to perform real-time quantitative PCR and assays (TaqMan probes), including sample preparation reagent, Real Time PCR reagents and Plastic wares should be available with same vendor. Further the supplier should also be able to design and provide the TaqMan assays for the DNA/small RNA (Custom Assays) templates of our interest.
19	System should have six independent excitation and emission filter channels and accommodates real-time sample 5 color or more multiplexing capability.
20	System should have touch screen feature however a branded laptop or should be provided along with the system with compatible configurations.
21	Master mix and cDNA synthesis kit (SYBER dye bases chemistry and Taqman base chemistry) for 200 sample, suitable PCR tubes strips with cap for 1000 sample, must be provided for of free of cost along with machine.
22	The machine should be upgraded freely during the warranty period, if any newer version of software launch. If the newer version of software require hardware up gradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost.
23	Any recurrent part/ consumable required for routine maintenance of the equipment as suggested by OEM and not covered in CMC should be quoted

S1. No	Technical Specification
	separately in annexure 5 of the Price Bid and the price would be fixed for next 10 years. The same will be considered for Bid-Ranking Purpose.
24	The supplier should provide periodic maintenance services as per the requirement of NABL (At least twice a year for first 5 years).
25	The vendor will perform IQ/OQ during installation and PQ every 2 year

Technical Specification- Imaging & Analysis for Cytogenetics – Fully Motorized System Digital Slide Scanner (Metaphase Finder System)

Sl. No.	Technical Specification
1	Upright fully motorized microscope with software for Fluorescent in-situ hybridization and metaphase finder for Karyotyping
2	High quality optics with latest Infinity Color Corrected System (UIS2 series) for high Brightness, High contrast, flatness correction and color correction. All optics coated with anti-reflection / anti-fungal treatment.
3	Microscope Stand should be Rigid and sturdy Microscope stand with in-built motorized Z-drive USING any focus for better stability with TFT/LCD Touch Screen Control monitor.
4	This controller should control motorized parts like Fluorescence turret, Objective Nose Piece, Motorized Condenser. Built-in motorized Z-focus with step size of at least 10 nm or better.
5	All the Motorized Parts of the Microscope should be controlled by the Touch Panel Controller and also through the software.
6	Nosepiece: Nosepiece: Six or more position Motorized objective
7	Observation Tube: Observation Tube: Wide Field tilting Trinocular observation tube with continuously variable tilting angle range of 5- 35 degrees, two way light path selection for observation and imaging. F.NO. 22mm or better.
8	10X eyepieces with F.N. 22 or higher.
9	Motorized Stage: XY Motorized scanning stage with adapter for at least 8 slides at a time Ceramic coated with double slide holding capacity
10	Condenser Motorized condenser for all microscopy techniques with 8-position turret for optical elements, with motorized polarizer in/out. Motorized in/out top lens.
11	Illumination: High color reproductivity with LED light with an average life of at least 20,000 hours or better.
12	Objectives
	I. Plan Apochromat 4X/0.16
	II. Plan Apochromat 10X/0.4
	III. Plan Apochromat 40X/0.95
	IV. Plan Apochromat 60-63 X Objective /NA 1.40--1.42 – Oil Immersion / dry .
	V. Plan Apochromat 100 X Objective /NA 1.40--1.42 – Oil Immersion
	VI. Objectives will higher numerical apertures will be preferred
13	Fluorescence Attachment: Motorized Eight or more position fluorescence/ FISH Filter turret with LED /mercury or metal halide illumination Fluorescence light source Built in Intensity attenuator and high performance Light guide to avoid direct heat transmission to sample.
14	Oil Dispenser Automatic oil dispenser. Any good quality immersion oil should be applicable. Automated oil dispensing following x10 scan prior to high resolution capture of selected metaphases .Automated oil drop sensing by optical sensor to achieve accurate oil amount and optimum oil spread
15	FISH Filters
	I. Single bandpass DAPI filter (Ex: 350/30, Em: 460/50).
	II. Single bandpass Green filter (Ex: 495/25, Em: 537/29).
	III. Single bandpass Orange filter (Ex: 546/22, Em: 590/33).
	IV. Single bandpass Aqua filter (Ex: 436/20, Em: 480/30).
	V. Dual bandpass filter (Green/ Orange).
	VI. Triple bandpass filter (AQUA/Green/ Orange).

Sl. No.	Technical Specification
	Note - Single filter should be replaceable if required. (There should be one empty position for brightfield and karyotyping imaging)
16	Camera: Camera :Camera: Colour/ monochrome, Resolution: 5 MP or higher, Resolution (HxV) – 2448px X 2048px. Sensor Type: CMOS/CCD, Frame Rate: 30fps. Pixel bit depth: 12-bit. Pixel Size (HxV): 3.45µm X 3.45µm Global shutter USB3.0 interface. The camera should work for Karyotyping and FISH.
17	DATABASE
	Data Management
a	Single database for all applications with Modern paperless laboratory design management software. View full-case summary status from the database management station.
b	Workflow oriented database user interface, includes all the information about the patient demographics, images, results, etc.
c	Microsoft SQL server based database for maximum security and scalability
d	All images stored should be of conventional format: jpg or tiff.
e	The database should manage all patient / sample demographics as well as images for all sample types analyzed.
f	Better control on flow and data protection by temporal lock of data as needed.
g	Ability to assign levels of security for user access.
h	Ability to assign advanced roles & permissions management.
i	Case attachments – ability to scan patient info, document, images and incorporate into case view.
j	Combined gallery view of all image types capture for a case, giving the user the ability to choose multiple images side by side viewing.
k	Search mechanism by any case or slide field or combination of any fields even when archived.
l	Automated data maintenance.
m	Automatic archiving of completed cases and based on user defined rules.
n	Single click retrieval of archived cases.
o	Single database can support multi-site installations without the need to transfer data between workstations.
18	LIS Connectivity:
	System should have open interface for LIS, implemented worldwide with various LIS systems. Ability to import/export patient demographic data from/to hospital LIS system. Automatic Import of patient information and test protocol from LIS Automatic export of results, images and reports to LIS.
19	Report Generation
a	Digital Chromosome overlap report.
b	Case Report summarizing karyotype of all cells aberrations for immediate view of clones and common aberration.
c	Ability to perform special reports to include chromosomes from multiple cases, normal and aberrant ideograms and annotations.
d	Ability to create a report hiding the sex chromosomes (for pre-natal tests).
e	Obtain statistics across any subset of cases according to desired parameters.
f	Ability to create, view and save customizable summary reports for case statistics per sample type, period of interest (day/week/month/quarter) and more, for CAP Guidance compliant reporting.

Sl. No.	Technical Specification
g	Ability to create, view and save customizable turnaround time reports per sample type, period of interest (day/week/month/quarter) and compare performance year on year to make data driven decisions.
h	Summarize case results - normal, abnormal, failed - and review per specimen type .
i	Ability to create, view and save customizable slides statistics reports.
j	Ability to create, view and save customizable staff productivity reports per sample type, period of interest (day/week/month/quarter) and more.
k	Automated IHC counting for Ki67, Her2Neu must be provided with the system
20	20. <u>KARYOTYPING</u>
a	Automated Scanning for Metaphase Detection
b	Fully automated, walk-away operation for 8 or more slides and high efficiency.
c	The system must operate unattended through the entire process for both low and high magnification scanning and capture
d	One click definition of common slide-tests.
e	One click definition of panel-test spreading over multiple slides.
f	Rapid automated scan for the detection of cover-slip and identification of amniotic fluid colonies. (prenatal samples).
g	Rapid automated scan for detection of metaphases.
h	Scanning and metaphase detection of the following staining types: G-band, Q-band, R-band and DAPI stained metaphases
i	Automated exposure adjustment for optimal image quality and metaphase detection.
j	Full slide coverage, scanning of slide edge to edge.
k	Machine learning algorithms for optimal metaphase detection.
l	Automated metaphase grading during scan.
m	Highly graded metaphases to be selected automatically for automated high magnification image acquisition.
n	During slide scanning, allow user to interactively select desired metaphases for high magnification image acquisition.
o	Real-time scanning progress indicator - displays gallery of captured metaphases.
p	Real-time scanning progress indicator - displays position of scanning on mini slide viewer.
q	Automated relocation to selected metaphases, using x100 oil immersion objective, following detection using x10 magnification with no user intervention.
r	Automated metaphase centering algorithm of high magnification capture.
s	Ability to fuse floater chromosomes to the metaphase within the scanning application.
t	Side by side display of low and high magnification metaphase images to ensure all chromosomes are included within the high magnification image.
u	Karyotyping can be performed on cells of a slide while same slide is being scanned.
v	Automated exposure and focusing of metaphase with best focus layer selection to ensure crisp and sharp metaphases images.
w	Option for user to select the metaphases to be later automatically captured in 100x (e.g.: Bone Marrow samples).

Sl. No.	Technical Specification
x	Automated metaphase finder and high magnification capture of FISH metaphases, including all FISH colors with optional Z-stack.
21	21. Chromosome Analysis & Karyotyping
a	Ability for multiple users to perform analysis on individual images within the same case simultaneously, for faster analysis of an urgent case.
b	Import and analyze metaphase images captured by third party system in standard image formats.
c	Machine learning algorithm for classification of each chromosome and arrangement in the karyogram per laboratory samples.
d	Automatic threshold to separate between background and chromosomes.
e	Single click access to customizable set of reference websites from the karyotyping application.
f	Ability to handle G-,R-,Q- banding, polyploid cells and markers
g	Drag and Drop Chromosomes in karyotype: The entire chromosome should be seen (with all its gray values) while dragged into Karyotype (not just the contour), in order to enable comparing bands even before released in a new location.
h	Expand or shrink specific chromosome boundaries by keyboard short key.
i	Ability to perform chromosome segmentation operations within a single tool without additional key board strokes or mouse clicks to switch to a different tool function, with more than 10 different operations.
j	Join objects into one chromosome.
k	Separation of complex chromosome clusters using brush tool.
l	All contour editing and segmentation operations, including addition of missing telomere regions, can be done within the karyotype window.
m	Automatic separation of touching chromosomes without user interaction.
n	Enhancement tools (sharpening, contrast, staining etc.) are available using sliders in all analysis steps
o	Automatic counting of chromosomes with minimal adjustment to complete full chromosome count.
p	Incorporate the sex chromosomes within the count tool for a display of both the model number and sex.
q	User can perform indexing on the metaphase image with the ability to associate a or text with a chromosome for visual awareness within the image with automatic display in ISCN format within the results.
r	Keyboard short keys for indexing
s	Mark and count the overlapped chromosomes automatically
t	User can track and mark the chromosomes overlapping p/q arms.
u	Free text annotation, and markups, with different colors and shapes can be added to metaphase, karyogram images and ideograms.
v	Ability to localize Marker Chromosomes in Karyotype view.
w	System can automatically present a single karyotype of multiple patients (like family members) with all chromosomes included side by side for each class.
x	Karyotype arrangement is adjusted automatically based on content of chromosomes, even if chromosome size is larger than standard size of the group or 10 or more chromosome are in the same class.

Sl. No.	Technical Specification
y	Drag to re-classify chromosomes from one class to the other.
z	Ability to perform a Chromosome Compare by allowing user to simultaneous review (side by side) chromosomes from either all Karyotyped cells of the case and from selected Karyotyped cells of the case. Minimal need to show chromosomes from 20 cells simultaneously.
aa	Ability to perform a Multi-Case Chromosome Compare by allowing user to simultaneous review (side by side) chromosomes from multiple related cases within a single view. Minimal need to show 2 to 6 cases side by side simultaneously.
bb	Ability to define a karyotype with all chromosomes of multiple family members.
cc	Ability to prepare the customized ideograms
dd	Support ISCN formats for 300, 400, 550, 700 and 850 -band levels of resolution.
ee	Automatic ISCN - embedded abnormality text.
ff	Automatic measurement of band resolution.
22	22. <u>FLUORESCENCE IN-SITU HYBRIDIZATION</u>
	Automated FISH Scanning & Image Acquisition
a	Fully automated, walk-away operation for slides or higher
b	Automatic control over the microscope components, filters turret, objective turret, Z axis and shutter
c	Fully automated scanning protocol for cell suspension and tissue samples.
d	Ability to scan slide by descending order of cell density, defined co-ordinates or user-defined area. It should come with basic scanning patterns like Spiral & line by line.
e	Simultaneous Metaphase & Interphase detection in a single scan, with ability to classify metaphases and interphases in separate cell galleries.
f	Fully automated, user independent scanning protocol for tissue samples that includes:
g	4x scan of entire slide in DAPI with background uniformity correction,
h	Auto detect of tissue followed by,
i	Auto scan of tissue in high magnification with all colors and 3D focal planes.
j	Interactive scan mode which enables the user to define the desired fields of view followed by automated scanning and image acquisition.
k	System notifies the user of expected number of cells during the Interactive definition of FOV (fields of view).
l	Built-in safe guards for coordinates that are overlapping or outside of the defined tumor regions during the Interactive definition of FOV.
m	User can define scanning stop condition based on number of cells found, FOV captured, time limit.
n	System can scan multiple regions on slide with different probe for each of the regions.
o	System can perform Z-stacking based on user defined number of layers and distance between layers.
p	Automated exposure adjustment for optimal image quality and cells/tissue detection.
q	Ability to reset Scan for specific regions of unsuccessful scans.
r	Ability to scan newly added tumor regions without the need to rescan the original tumor regions.

Sl. No.	Technical Specification
23	23. Automated FISH Analysis & Review
a	Compatible for Suspension and FFPE samples on same system.
b	Software should support automated imaging and analysis of all probe companies
c	Single click image acquisition with automatic switch of filters.
d	Ability to see all color layers of a cell side by side.
e	Automatic cells detection based on cell morphology, size, shape, intensity.
f	Automatic cells classification based on pre-defined signal pattern.
g	User can select, add, delete cells from the captured field of view.
h	Algorithm for the detection and classification of multi-fusion FISH probes, including triple- and quad-color fusions.
i	Ability to define new FISH probes/kits without the need for vendor support. \
j	On-screen review of automatically detected and classified cells, both through cells gallery and on the images/captured field of view.
k	Single multi-tool with multiple cell editing functions, free hand cell contour drawing, editing cell boundaries, deletion and more.
l	Sensitivity control panel allowing the user to adjust the level of sensitivity of each signal layer and improve the cells classification.
m	Ability for user to change Image Enhancement settings of one image and if required apply to all cells/frames in the gallery.
n	User can review cells by seeing each of their Z-layers separately, simultaneously for any subset of the colors in 3D Mode.
o	Ability to scroll between all signal layers of a cell.
p	Multiple view modules within the software GUI: large FOV image, multi-color panel, zoom view.
q	Color coded on-screen cells review: each cell contour is colored according the signal pattern defined class color.
r	Automatic detection of unexpected aberrations: Identifying aberrant cells having signal patterns that were not defined by user. Automatic allocation of a new class if such cells amount reaches pre-defined percentage.
s	Ability to reclassify any cell to one of 15 cell-classes in a single key press.
t	Ability for user to adjust cell and signal detection parameters for reanalysis of cells from all originally analyzed frames.
u	Review bin allowing the user to mark questionable cells for later supervisor review.
v	Blinded review: multiple users can review the cells of the same slide separately without revealing the analysis results of each user. Statistics is gathered digitally but cannot be seen by the next reviewer, for true double blinded process.
w	Ability to provide quantitative graphical data from FISH scanning, including cell area, signals intensity and SNR. This should be used in evaluating probes and wet lab quality control
x	Ability to change classification of entire group of cells simultaneously
y	Original Image display – Ability to display the original images in addition to the enhanced color image.
z	External keypad for manual FISH review allows short keys for switching filters in either filter wheel or filter cube and can be enabled also when acquisition applications are closed.
aa	Should facilitate quick scoring and support double blinded reading.

Sl. No.	Technical Specification
bb	Can toggle back and forth quickly through the individual signal colors and also using the 3D mode.
24	<u>COMPUTER</u>
25	Essential Accessories: Dust cover immersion oil, and all necessary cables for successful installation should be provided without any additional cost. Should be supplied with air jacketed Co2 incubator with co2 cylinder & Regulator and capacity 185 lit, Hybridizer without additional cost
27	Along with the system 1L high quality oil immersion fluid, 2L SSC 20x, FISH antigen retrieval buffer 1L 20x, Rubber cement 5 tube, DAPI with antifade solution 5ml, Pepsin 20gm, round cover slip 500 and original MS office and Antivirus with 3 year license must be provided
28	Company should provide onsite training and support during warranty period
29	The bidder must mandatorily mention the web links of the manufacturer's website for the quoted microscope to confirm compliance to the specifications.
30	The supplier should have technical and application support from the Principal Company in India.
31	The machine should be upgraded freely during the warranty & CMC period, if any newer version of software launch. If the newer version of software require hardware up gradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost. The third party item supplied along with machine (Server/computer) must be covered under warranty and CMC
32	Any recurrent machine specific consumables (closed in nature) required for running the machine as suggested by OEM should be separately listed and their price should be separately quoted as applicable, which would be fixed for five years. If any machine specific consumable not listed then vendor has give the consumable free of cost
33	Warranty: 2 years comprehensive warranty including spares and CMC for next 8 years. The CMC price should be included into the final quoted price of the instrument
34	The supplier should provide periodic maintenance services as per the requirement of NABL (twice a year) during warranty and CMC without additional cost
25	Penalty clause would be applied at a rate of 1 % of machine cost/ day, if it remains at not working condition for >7 days, and also if the vendor fails to deliver the equipment ordered within specified time as appropriately decided by the institute at a rate decided by the purchase committee
26	The Vendor will perform IQ/OQ/PQ during installation and PQ every 2 year
37	System should have bidirectional interface or compatibility for LIS system. Ability to import/export sample/patient data from/to hospital LIS system. LIS interfacing has to be provided by the supplier without additional cost.

Technical Specification- Digital Slide Scanning System

Sl. No	Technical Specification
1	The scanner should be a non-microscope based complete WSI (Whole Slide Imaging) scanner with capability for brightfield image scanning technology.
2	The scanner should be able to intake 300 or more slides more in one go (at one time)
3	Should be able to handle all standard commercially available glass slides of 25mm x 75mm at least.
4	Should have facility for continuous loading and unloading of slides for scanning whilst a batch is running.
5	The scanner should be able to priorities the slides as per user requirements.
6	It must be possible to load and scan an urgent slide, immediately during any stage of the scanning process.
7	The scanner must be capable of end to end scan (i.e. from slide insertion in scanner to image display on screen) at a standard rate of 60 seconds or less at 40x magnification for brightfield microscopy (15mm x 15mm tissue area).
8	The scanner should be able to scan and provide sustained throughput of 380 slides or more per hour when scanning at 40x magnification for brightfield microscopy (15mm x 15mm tissue area).
9	Should have a resolution of at least 0.26 pixel/um or better when scanning at 40x magnification for brightfield microscopy.
10	The scanner should have a LED source of illumination and 40x objective lens for slide scanning.
11	Scanner should automatically detect all tissues on a histopathology slide for brightfield including hematoxylin and eosin (H&E) stain, special stains and immunohistochemistry slides. It should be fully automatic.
12	The scanner should have continuous optical auto-focus or Z stacking so as to capture all undulated tissue. It should not have any digital stitching of the images.
13	Should have automated image focus correction, shading correction, auto white balance and automatic machine calibration.
14	The scanner should have an automatic recognition of failure to scan. In case of slide scan failure, it should still continue scanning the remaining slides without any need of manual intervention.
	1. Storage Server: The system should be supplied with server with at least 500 TB inbuilt storage (usable space of 500 TB) with following specifications-
	A. Rack type
	B. Processor: Intel Xenon E3-1225v6 4C/4T 3.30 GHz or similar
	C. RAM: Min 64 GB
	D. 500 GB SSD RAID1 (OS)
	E. 500 TB HDD RAID6 for storage
	F. RAID controller: 4 port SATA with RAID 0/1/10
	G. LAN: 4x1 Gigabit Ethernet + Service LAN
	H. Latest Windows Server: Microsoft Windows Server 2019
	I. Server operating desktop
	J. The system should be flexible for expansion of storage for future.
	K. The storage should be at full scanned quality (40x magnification).
	L. The storage has to be physical & local RAID (Redundant Array of Inexpensive Discs or Drives) storage supported by necessary rack type servers
	The technical offer should clearly specify the size of the usable storage space (in TB/PB) & also should clearly specify the type of storage (tape drive/disk drive etc.)

Sl. No	Technical Specification
15	Work station (Reporting station): For appropriate viewing and reporting by multiple people, the system has to be supplied with minimum 5 computers with latest intel xeon processor, 32GB RAM, 250GB SSD (for OS), 2TB HDD (for storage), branded high end graphic card (at least 8GB), DVD writer, latest windows (licensed version) and 64 bits. These computers should have 3 medical grade monitors with a screen size (diagonal) of at least 27" and resolution of minimum 6 Mega Pixel (3280x2048) along with printer with scanner and wifi connectivity. The graphic card should be compatible with the monitor. The keyboard and mouse should be wireless and Bluetooth compatible. The mouse should be ergonomic. All the above work stations should be provided at no additional cost. All pathologists should be able to work on the system without any downgrade in the quality of the image. The technical offer should clearly specify the number of concurrent pathologists/ users [users accessing the digital WSI (whole slide image) at the same time] who can access the network without compromising on user image experience. All necessary licences to enable this should be provided as part of technical configuration at no additional cost. System should be supplied with inbuilt teleconferencing tools.
16	Image acquisition and management software
17	<p>The scanner system should be supplied with an integrated image management software (IMS) system with minimum 5 user licenses at no additional cost. It should also allow various image acquisition, viewing, annotation, measuring, sub-specialist consultation (on site and remote) and reporting capabilities. License should be valid for life-long without any additional cost. The update of software as and when available should be done at no additional cost.</p> <p>An appropriate firewall must be provided without additional cost to prevent Loss of data from server during access to other users</p> <p>5000 compatible slides must be provided without additional cost and the cost of slides must be fixed for 10 years</p> <p>One 2 ton Air conditioner with provision of connection to 3rd floor must be included without additional cost</p>
18	The system should automatically combine the acquired images into one composite 'Digital slide' and present it in the desired magnification with seamless natural navigation and changes in magnification. Should have preset optical magnification (2x, 5x, 10x, 20x and 40x) like the conventional microscope to change to specific magnification quickly. Additionally, it should be able to digitally zoom to at least 100x magnification.
19	The image viewer software should allow the user to zoom in a particular area of interest at high magnification while simultaneously keeping the entire tissue section visible at lower magnification.
20	The Image Management Software should have the capability to read 1D/ 2D barcodes so as to enable grouping of multiple slides into its specific case. This feature (barcode integration) should be available at no additional cost for life long.
21	The Image Management Software should allow gross images of the case and the reporting form to be displayed along with the scanned slide images.
22	Using the system the pathologists must be able to view and report cases remotely both within and outside the organization. This should not require any additional cost.
23	The image viewer software should allow for the simultaneous assessment and aligned stacking of multiple images of a case on one monitor screen at the same time.
24	Software should have easily visible summary information relating to each case without the need of opening the case itself.
25	The system must allow for simultaneous access to an image/images at multiple locations by at least 25 different assigned users facilitating multisite collaboration and real time consultation.

Sl. No	Technical Specification
26	During collaborative viewing and real time consultation - participants should be able to identify and mark their particular areas of interest on the same shared image, thus making it clear and easy to identify who performed the annotations.
27	The system must allow a user to search for a case by different criteria such as name, case id, date etc.
28	The system should provide the ability to flag special cases (user defined) for additional importance or priority.
29	The system must be able to track visited areas and support digital bookmarks which should be stored till cleared by the user.
30	The system should be up scalable in a Hub and Spoke environment (network pathology) if required in future as a part of up scalability.
31	The scanner image management system must be able to integrate fully and efficiently Bi-Directionally with the LIS/LIMS IT systems i.e. It should be able to pull from the LIS/LIMS: patient demographics and case reports retrieved from it and push back into LIMS any work done via the scanner image management system. For this the scanner company has to coordinate fully with the LIS vendor.
32	The Image Management System should allow remote access through mobile devices and web based viewer should be available.
33	The system should have facility for secure web based viewing of unlimited number of scanned slides at multiple local and remote sites for at least 200 users. This should be provided at no additional cost.
34	The system should be DICOM compatible.
35	The system should support third party or other scanner scanned images at no additional cost.
36	The system should have the ability to view other image formats (other scanner formats) and standard formats on site and at remote location which may involve use of vendor neutral software or web based software at no additional cost. For the above, the manufacturer has to provide a software development kit (SDK) (at no additional cost) to access data stored in proprietary format for research and teaching purposes, in case it is not possible to do so without SDK. In addition, the images scanned by the system should be usable or viewable in other viewers.
37	The export of scanned images in TIFF and JPEG/JPEG2000 format should be possible.
38	The system should allow images to be securely stored in the local department/institute server in proprietary format and other standard formats.
39	Security
40	The data storage and transmission should use the HTTPS protocol for secure image transmission.
41	The designated system manager(s) must have the facility to create, maintain and retire users, or groups of users (i.e. roles), and associated privileges.
42	Individual users should be able to view on their screens only those menu options or icons that they are entitled to use as designated.
43	The system must provide the facility for the Authorized user to be authenticated and restriction placed on each authenticated account by: Allocation of a unique name (user-ID) and a personal password.
44	The system should provide and maintain a full audit trail or event log that is accessible and viewable to the reporting consultant. This should include on each occasion that a case image is viewed, amended, reported etc. that the user detail and date/time is recorded.
45	Quality Indicator: The scanner together with its associated software should have a European CE Mark for In Vitro Diagnostics, i.e. conform to CE/IVD standard or have US FDA approval for primary diagnosis or equivalent Indian Standards.
46	General specifications:

Sl. No	Technical Specification
47	Company has to provide vibration free table to keep equipment. Required infrastructure will be developed and the provided by the bidder (fiber cable for data transfer cabin etc). Company has to visit the site before supplying the same to ensure proper infrastructure and other requirement.
48	All the components and requirements as specified at all the above points including the equipment, server, storage, work stations, hardware, software and licenses have to be provided at no additional cost.
49	Undertaking from the specifications committee stating that the specifications are broad based, general in respect to the requirement of instrument and not made to suit any particular firm or brand.
50	IVD approved software license for five condition (Her2neu scoring, Gleason scoring, NET grading, Ki67 counting) for clinical reporting must be included without additional cost. The license should be valid for 10 year.
51	One 5kv UPS which can manage the System with battery backup of 30minute must be provided. The vendor will be responsible for battery replacement for 5 year as when required
52	Company should provide onsite training and support during warranty period
53	The bidder must mandatorily mention the web links of the manufacturer's website for the quoted microscope to confirm compliance to the specifications.
54	The supplier should have technical and application support from the Principal Company in India.
55	The machine should be upgraded freely during the warranty & CMC period, if any newer version of software lunch. If the newer version of software require hardware up gradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost. The third party item supplied along with machine (Server/computer) must be covered under warranty and CMC
56	Any recurrent machine specific consumables (closed in nature) required for running the machine as suggested by OEM should be separately listed and their price should be separately quoted as applicable, which would be fixed for five years. If any machine specific consumable not listed then vendor has given the consumable free of cost
57	Warranty: 2 years comprehensive warranty including spares and CMC for next 8 years. The CMC price should be included into the final quoted price of the instrument
58	The supplier should provide periodic maintenance services as per the requirement of NABL (twice a year) during warranty and CMC without additional cost
59	Penalty clause would be applied at a rate of 1 % of machine cost/ day, if it remains at not working condition for >7 days, and also if the vendor fails to deliver the equipment ordered within specified time as appropriately decided by the institute at a rate decided by the purchase committee
60	The Vendor will perform IQ/OQ/PQ during installation and PQ every 2 year
61	System should have bidirectional interface or compatibility for LIS system. Ability to import/export sample/patient data from/to hospital LIS system. LIS interfacing has to be provided by the supplier without additional cost.

Technical Specification- Trinocular Microscope with Camera (Decaheader) Research & Teaching

Sl. No	Specification
1	Optical System: Universal Infinity corrected optical system.
2	Illumination: The microscope should have an ergonomic stand with high intensity - at least 10-14-watt LED illumination system with a life of 35,000 hours or more. The intensity/brightness should be equivalent to a 12 volt 100 watt halogen bulb.
3	Upgradability: The quoted microscope should be onsite upgradable to at least 10 more additional heads and DIC (Differential Interference Contrast).
4	Observation Tube: Widefield Trinocular tube provided with paired widefield eyepieces. Three way light path distribution for simultaneous viewing and imaging of the specimens.
5	Eyepieces: Eyepieces: Should be of at least 10X magnification, with dioptre adjustment facility in both eyepieces with F.N. 22-23 mm or higher'
6	Nosepiece: Sextuple (6-positions) revolving nosepiece with a slot for analyzer or DIC slider
7	Objectives: The following objectives should be quoted:-
	I. Plan Fluotar/Achromat/Semi-Apochromat 2X/ 2.5x (N.A. 0.06 or higher, W.D. 5.8 mm or better)
	II. Plan Fluotar/Semi-Apochromat 4/5X (N.A. 0.12 or higher, W.D. 13.0 mm or better)
	III. Plan Fluotar/Semi-Apochromat 10x , N.A. 0.30 or higher, W.D. 5 mm or higher
	IV. Plan Apochromat spring loaded 20x (N.A. 0.8 or higher, W.D. 0.25 mm or better)
	V. Plan Apochromat spring loaded 40x (N.A. 0.95 or higher, W.D. 0.17 mm or better) correction collar
	VI. Plan Apochromate 100x Oil (N.A. 1.4 or higher, W.D. 0.13 mm or better) spring loaded
8	Objectives with higher N.A. will be preferred. All Apochromat objectives should have high transmittance of > 80% from 400 – 700 nm. The respective transmittance graphs should be enclosed with the bids mandatorily. The quoted objectives should be compatible & usable with the quoted microscope as & when required by the user
9	Stage: Mechanical stage with ceramic coating, with double slide holding capacity
10	Condenser: Universal condenser for Brightfield, phase contrast & darkfield (DF up to 40X) with 5 or more -position turret. N.A. 1.1 or higher
11	Analyzer & Polarizer: One set of analyzer & polarizer should be a standard part of the quote
12	Teaching Attachment: For 1+9 persons, binocular heads e provided with paired widefield eyepieces of at least 10X magnification, with diopter adjustment facility in both eyepieces with F.N. 22 or higher. Intensity controllable LED arrow pointer. The control buttons should be convenient and sensitive. Arrow rotational stick, arrow rotational dial and colour selection dials should be provided.

Sl. No	Specification
13	<p>High Resolution Camera: High resolution scientific grade color camera with resolution of at least 20 Mega Pixels or more. Live frame rate of at least 25 fps. Compatible C-mount adaptor should be quoted. With sensor size 0.8 inch or better, Pixel size of 2.4 µx2.4µ or better. USB3.0 / PCI interface.</p> <p>Image Analysis System: Image capture and processing software for advanced imaging in life science and clinical applications. Easily capture and process images with excellent reproducibility and accuracy. Basic Controls, Real time preview and scale bar</p> <p>The camera and software should of same manufacturer as the microscope If camera based on PCI interface then one extra PCI card to be provided by the vender without additional cost and in future if the PCI card is discontinued by the manufacturer then whole system (New compatible PCI and equivalent camera has to be supplied by the vender during warranty and CMC period)</p>
14	<p>14. Data Processing System: Branded computer system with i7or better processor with original window, 1TB or higher SSD, original Genuine license Windows 10 Pro 64-bit OS, 16GB or higher RAM, 40" or higher color LED monitor, original Microsoft window and office with life time validity, keyboard & mouse.</p>
15	<p>15. Essential Accessories: Sturdy granite top table, one swingout condenser, 10 ergonomic chairs, dust cover, immersion oil (500ml), 2 LED light spare, polarizer one set , 5 dust cleaning brush, 5 rubber air blower, 2L Ether and all necessary cables for successful installation should be provided without any additional cost,</p>
16	<p>One suitable UPS which can manage both the microscope with battery backup of 30minute must be provided. The vendor will be responsible for battery replacement for 5 year as when required</p>
17	<p>Other Mandatory Conditions:</p>
18	<p>The bidder must mandatorily mention the web links of the manufacturer's website for the quoted microscope to confirm compliance to the specifications.</p>
19	<p>The quoted instrument should be CE or FDA or ISO or BIS equivalent certified</p>
20	<p>The supplier should have technical and application support from the Principal Company in India.</p>
21	<p>The machine should be upgraded freely during the warranty & CMC period, if any newer version of software lunch. If the newer version of software require hardware up gradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost.</p>
22	<p>Any recurrent machine specific consumables (closed in nature) required for running the machine as suggested by OEM should be separately listed and their price should be separately quoted as applicable, which would be fixed for five years. If any machine specific consumable not listed then vendor has given the consumable free of cost</p>
23	<p>Warranty: 2 years comprehensive warranty including spares and CMC for next 8 years. The CMC price should be included into the final quoted price of the instrument</p>
24	<p>The supplier should provide periodic maintenance services as per the requirement of NABL (At least twice a year for first 5 years).</p>
25	<p>Penalty clause would be applied at a rate of 1 % of machine cost/ day, if it remains at not working condition for >7 days, and also if the vendor fails to deliver the equipment ordered within specified time as appropriately decided by the institute at a rate decided by the purchase committee</p>

Technical Specification- Trinocular Microscope with Camera (IPentaheader) Research & Teaching

Sl. No	Specification
1	Optical System: Universal Infinity corrected optical system.
2	Illumination: The microscope should have an ergonomic stand with high intensity - at least 10-14-watt LED illumination system with a life of 35,000 hours or more. The intensity/brightness should be equivalent to a 12 volt 100 watt halogen bulb.
3	Upgradability: The quoted microscope should be onsite upgradable to at least 10 more additional heads and DIC (Differential Interference Contrast).
4	Observation Tube: Widefield Trinocular tube provided with paired widefield eyepieces. Three way light path distribution for simultaneous viewing and imaging of the specimens.
5	Eyepieces: Eyepieces: Should be of at least 10X magnification, with dioptr adjustment facility in both eyepieces with F.N. 22-23 mm or higher'
6	Nosepiece: Sextuple (6-positions) revolving nosepiece with aslot for analyzer or DIC slider
7	Objectives: The following objectives should be quoted:-
	I. Plan Fluotar/Achromat/Semi-Apochromat 2X/ 2.5x (N.A. 0.06 or higher, W.D. 5.8 mm or better)
	II. Plan Fluotar/Semi-Apochromat 4/5X (N.A. 0.12 or higher, W.D. 13.0 mm or better)
	III. Plan Fluotar/Semi-Apochromat 10x , N.A. 0.30 or higher, W.D. 5 mm or higher
	IV. Plan Apochromat spring loaded 20x (N.A. 0.8 or higher, W.D. 0.25 mm or better)
	V. Plan Apochromat spring loaded 40x (N.A. 0.95 or higher, W.D. 0.17 mm or better) correction collar
	VI. Plan Apochromate 100x Oil (N.A. 1.4 or higher, W.D. 0.13 mm or better) spring loaded
8	Objectives with higher N.A. will be preferred. All Apochromat objectives should have high transmittance of > 80% from 400 – 700 nm. The respective transmittance graphs should be enclosed with the bids mandatorily. The quoted objectives should be compatible & usable with the quoted microscope as & when required by the user
9	Stage: Mechanical stage with ceramic coating, with double slide holding capacity
10	Condenser: Universal condenser for Brightfield, phase contrast & darkfield (DF up to 40X) with 5 or more -position turret. N.A. 1.1 or higher
11	Analyzer & Polarizer: One set of analyzer & polarizer should be a standard part of the quote
12	Teaching Attachment: For 1+4 persons, binocular heads e provided with paired widefield eyepieces of at least 10X magnification, with diopter adjustment facility in both eyepieces with F.N. 22 or higher. Intensity controllable LED arrow pointer. The control buttons should be convenient and sensitive. Arrow rotational stick, arrow rotational dial and colour selection dials should be provided.

13	<p>High Resolution Camera: High resolution scientific grade color camera with resolution of at least 20 Mega Pixels or more. Live frame rate of at least 25 fps. Compatible C-mount adaptor should be quoted. With sensor size 0.8 inch or better, Pixel size of 2.4 µx2.4µ or better. USB3.0 / PCI interface. Image Analysis System: Image capture and processing software for advanced imaging in life science and clinical applications. Easily capture and process images with excellent reproducibility and accuracy. Basic Controls, Real time preview and scale bar The camera and software should of same manufacturer as the microscope If camera based on PCI interface then one extra PCI card to be provided by the vender without additional cost and in future if the PCI card is discontinued by the manufacturer then whole system (New compatible PCI and equivalent camera has to be supplied by the vender during warranty and CMC period)</p>
14	<p>14. Data Processing System: Branded computer system with i7or better processor with original window, 1TB or higher SSD, original Genuine license Windows 10 Pro 64-bit OS, 16GB or higher RAM, 40" or higher color LED monitor, original Microsoft window and office with life time validity, keyboard & mouse.</p>
15	<p>15. Essential Accessories: Sturdy granite top table, one swingout condenser, 10 ergonomic chairs, dust cover, immersion oil (500ml), 2 LED light light spare ,polariser one set , 5 dust cleaning brush, 5 rubber air blower, 2L Etherand all necessary cables for successful installation should be provided without any additional cost,</p>
16	<p>One suitable UPS which can manage both the microscope with battery backup of 30minute must be provided. The vendor will be responsible for battery replacement for 5 year as when required</p>
17	<p>Other Mandatory Conditions:</p>
18	<p>The bidder must mandatorily mention the web links of the manufacturer's website for the quoted microscope to confirm compliance to the specifications.</p>
19	<p>The quoted instrument should be CE or FDA or ISO or BIS equivalent certified</p>
20	<p>The supplier should have technical and application support from the Principal Company in India.</p>
21	<p>The machine should be upgraded freely during the warranty & CMC period, if any newer version of software lunch. If the newer version of software require hardware up gradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost.</p>
22	<p>Any recurrent machine specific consumables (closed in nature) required for running the machine as suggested by OEM should be separately listed and their price should be separately quoted as applicable, which would be fixed for five years. If any machine specific consumable not listed then vendor has given the consumable free of cost</p>
23	<p>Warranty: 2 years comprehensive warranty including spares and CMC for next 8 years. The CMC price should be included into the final quoted price of the instrument</p>
24	<p>The supplier should provide periodic maintenance services as per the requirement of NABL (At least twice a year for first 5 years).</p>
25	<p>Penalty clause would be applied at a rate of 1 % of machine cost/ day, if it remains at not working condition for >7 days, and also if the vendor fails to deliver the equipment ordered within specified time as appropriately decided by the institute at a rate decided by the purchase committee</p>

Technical Specification- Trinocular Phase contrast Microscope & Image Analysis Software

Sl. No	Technical Specification
1	Optical System: Universal Infinity corrected optical system.
2	Illumination: The microscope should have an ergonomic stand with high intensity - at least 10-14 watt LED illumination system with a life of 35,000 hours or more. The intensity/brightness should be equivalent to a 12 volt 100 watt halogen bulb.
3	Upgradability: The quoted microscope should be onsite upgradable to fluorescence with at least 6-positions turret and DIC (Differential Interference Contrast) .
4	Observation Tube: Widefield tilting ergonomic Trinocular tube having continuously variable tilting angle range of 5° - 35° or more provided with paired widefield eyepieces. Three way light path distribution for simultaneous viewing and imaging of the specimens.
5	Eyepieces: Should be of at least 10X magnification, with diopter adjustment facility in both eyepieces with F.N. 22-23 or higher'
6	Nosepiece: Sextuple (6- positions) revolving nosepiece with a slot for analyser or DIC slider
7	Objectives:
	Plan Fluotar/Achromat/Semi-Apochromat 2X/ 2.5x (N.A. 0.06 or higher, W.D. 5.8 mm or better)
	Plan Fluotar/Semi-Apochromat 4/5X (N.A. 0.12 or higher, W.D. 13.0 mm or better)
	Plan Fluotar/Semi-Apochromat 10x , N.A. 0.30 or higher, W.D. 5 mm or higher
	Plan Apochromat spring loaded 20x (N.A. 0.75 or higher, W.D. 0.25 mm or better)
	Plan Apochromat spring loaded 40x (N.A. 0.95 or higher, W.D. 0.17 mm or better) correction collar
	Plan Apochromate 100x Oil (N.A. 1.4 or higher, W.D. 0.13 mm or better) spring loaded
8	Objectives with higher N.A. will be preferred. All objectives should have high transmittance of > 80% from 400 – 700 nm. The respective transmittance graphs should be enclosed with the bids mandatorily
9	Stage: Mechanical stage with ceramic coating, with double slide holding capacity
10	Condenser: Swing out condenser (N.A. 0.9 or better), for 1.25X – 100X magnification
11	Analyzer & Polarizer: One set of analyzer & polarizer should be a standard part of the quote
12	High resolution scientific grade color camera with resolution of at least 20 Mega Pixels or more. Live frame rate of at least 25 fps. Compatible C-mount adaptor should be quoted. With sensor size 0.8 inch or better, Pixel size of 2.4 µx2.4µ or better. USB3.0 / PCI interface. The camera and software should of same manufactuerer as the microscope If camera based on PCI interrface then one extra PCI card to be provided by the vender without additional cost and in future if the PCI card is discontinued by the manufacturer then whole system (New compatible PCI and equivalent camera has to be supplied by the vender during warranty and CMC period)

Sl. No	Technical Specification
13	Image Analysis System: Image capture and processing software for advanced imaging in life science and clinical applications. Easily capture and process images with excellent reproducibility and accuracy. Basic Controls, Real time preview, manual/auto exposure, white balance, gain, brightness, gamma, saturation, user friendly archive, intensity, hue, image orientation, averaging, sub-sampling, light source selection, clockwise/counter clockwise, flip vertical, flip horizontal, flip diagonal, zoom preview, cascade, tile horizontal, tile vertical, Single capture, auto increment filename and single key capture, the software should be capable of doing measurement of Point-to-point, polyline, circle from 3 points, light, density, micrometer, grid/circle overlay, manual calibration, and drag and drop data to excel. It should have capability of annotation, advanced image processing. The quoted microscope, camera & software should strictly be from the same manufacturer.
14	Data Processing System: Branded computer system with i7or better processor, 1TB or higher SSD, Genuine Windows 10 Pro 64-bit OS, 16GB or higher RAM, 24" or higher color LED monitor, keyboard & mouse.
15	Essential Accessories: One set each (one swingout condenser, , dust cover, immersion oil, polariser one set and all necessary cables for successful installation) should be provided without any additional cost
16	One suitable UPS which can manage the microscope with battery back up of 30minute must be provided. The vendor will be responsible for battery replacement for 5 year as when required
	Other Mandatory Conditions:
18	The bidder must mandatorily mention the web links of the manufacturer's website for the quoted microscope to confirm compliance to the specifications.
19	The quoted instrument should be CE or FDA or ISO or BIS equivalent certified
20	The supplier should have technical and application support from the Principal Company in India.
21	The machine should be upgraded freely during the warranty & CMC period, if any newer version of software launch. If the newer version of software require hardware up gradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost.
22	Any recurrent machine specific consumables (closed in nature) required for running the machine as suggested by OEM should be separately listed and their price should be separately quoted as applicable, which would be fixed for five years. If any machine specific consumable not listed then vendor has give the consumable free of cost
23	Warranty: 2 years comprehensive warranty including spares and CMC for next 8 years. The CMC price should be included into the final quoted price of the instrument
24	The supplier should provide periodic maintenance services as per the requirement of NABL (At least twice a year for first 5 years).
25	Penalty clause would be applied at a rate of 1 % of machine cost/ day, if it remains at not working condition for >7 days, and also if the vendor fails to deliver the equipment ordered within specified time as appropriately decided by the institute at a rate decided by the purchase committee
26	System should have bidirectional interface or compatibility for LIS system. Ability to import/export sample/patient data from/to hospital LIS system. LIS interfacing has to be provided by the supplier without additional cost.

Technical Specification- Fully Automated Tissue Processor, 300 Block Capacity for Histopathology

Sl. No	Technical Specification
1	Fully enclosed vertical / table top walk-away tissue processing equipment with vacuum assisted rapid processing, with manual /automated filling of reagent system and safety features.
2	The latest Model of a fully enclosed automatic tissue processing system with all accessories for fast turn-around time is required.
3	Minimum processing capacity- at least 300 -500 cassettes in a single run.
4	The minimum capacity of reagent containers should be at least 2-5 liters
5	The machine should have validated xylene-based as well as xylene-free protocols for tissue processing and should have multiple paraffin baths for programming different runs
6	The system should be capable of running both rapid biopsies and conventional overnight programs. Multiprogramming should be possible. All programs must be pre-validated.
7	The equipment MUST have large LCD/ LED Screen display of run parameters, the status of reagents, indicators of work-flow navigation, inbuilt alarms, and necessary controls, including an emergency stop facility.
8	The manual interface should be minimal. Reagent monitoring (concentration/ specific gravity/ density -based) and rotation of reagent bottles should be automatic via built in programs. A manual reagent bottle reshuffling facility should also be there. The machine should have the facility to remotely fill and drain the reagents.
9	The machine should have multi-level sensors to save reagent use when smaller batch/es are run.
10	Reagent and wax disposal should be ergonomic, cost-effective, and environment-friendly.
12	There should be operator alert system upon detection of unacceptable reagent quality and before reagent change.
13	Equipment should have inbuilt reagent pre-heating in retort/chamber, continuous agitation/ stirrer, and vacuum facilities for better penetration of reagents and optimum tissue processing.
14	The machine should be safe to operators equipped with a fume exhaustion system and/or activated carbon filters.
15	Systematic logging and reporting of quality control data, event records, and program information should be available in the offered model.
16	The system should have password-protected access facility.
17	The equipment should have the facility of both immediate and delayed start of the program.
18	Inbuilt USB, LAN or standard connectivity should be available
20	The machine should have auto start facility after power comes back.
21	Suitable online UPS with a minimum 1-hour back-up should be supplied with the system at no extra cost to the user.
22	Extra Five tissue holding bucket and one set each liquid holding jar must be supplied without additional cost
23	Working Voltage: 220VAC±10%,50/60HZ. All components should be made of metal or equally heat resistant material to work satisfactorily in a temperate climate.
24	Other mandatory points
25	The bidder must mandatorily mention the web links of the manufacturer's website for the quoted microscope to confirm compliance to the specifications.
26	The quoted instrument should be CE or FDA or ISO or BIS equivalent certified

Sl. No	Technical Specification
27	The supplier should have technical and application support from the Principal Company in India.
28	The machine should be upgraded freely during the warranty & CMC period, if any newer version of software launch. If the newer version of software require hardware up gradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost.
29	Any recurrent machine specific consumables (closed in nature) required for running the machine as suggested by OEM should be separately listed and their price should be separately quoted as applicable, which would be fixed for five years. If any machine specific consumable not listed then vendor has given the consumable free of cost
30	Warranty: 2 years comprehensive warranty including spares and CMC for next 8 years. The CMC price should be included into the final quoted price of the instrument
31	The supplier should provide periodic maintenance services as per the requirement of NABL (twice a year) during warranty and CMC without additional cost
32	Penalty clause would be applied at a rate of 1 % of machine cost/ day, if it remains at not working condition for >7 days, and also if the vendor fails to deliver the equipment ordered within specified time as appropriately decided by the institute at a rate decided by the purchase committee
33	The Vendor will perform IQ/OQ/PQ during installation and OQ /PQ every year as per NABL recommendations.

Technical Specification- Automated Slide-Stainer for Histopathology

Sl. No	Specification
1	High throughput (500 or more) system with linear/ two tier operations
2	System should be capable for running PAP staining protocols along with H&E
3	Should be capable to load at least 10-11 slide racks with capacity to hold 20 slide/rack or more for simultaneous staining.
4	Intuitive software to perform separate protocols simultaneously with multiple baskets in process should be available.
5	The system should be capable to run 15 or more protocols with 25 steps or more for each.
6	Easy to navigate touch screen/button should be available to allow visual check on progress
7	Should provide all the information required for routine operation from a single screen
8	Should have LED lighting for visibility within the staining area
9	Should have separate water stations, reagent stations, and different doors / stations for loading and unloading
10	System should be capable to easily modify suggested staining protocols
11	Audible alarm system should be available.
12	Fifteen extra slide holder and one set staining jar with each machine should be provided without additional cost
27	Common clause for both
28	The bidder must mandatorily mention the web links of the manufacturer's website for the quoted microscope to confirm compliance to the specifications.
29	The quoted instrument should be CE or FDA or ISO or BIS equivalent certified
30	The supplier should have technical and application support from the Principal Company in India.
31	The machine should be upgraded freely during the warranty & CMC period, if any newer version of software launch. If the newer version of software require hardware up gradation (computer/server/Microsoft newer version) the vendor will supply the compatible hardware also without any additional cost.
32	Any recurrent machine specific consumables (closed in nature) required for running the machine as suggested by OEM should be separately listed and their price should be separately quoted as applicable, which would be fixed for five years. If any machine specific consumable not listed then vendor has give the consumable free of cost
33	Warranty: 2 years comprehensive warranty including spares and CMC for next 8 years. The CMC price should be included into the final quoted price of the instrument
34	The supplier should provide periodic maintenance services as per the requirement of NABL (twice a year) during warranty and CMC without additional cost
35	Penalty clause would be applied at a rate of 1 % of machine cost/ day, if it remains at not working condition for >7 days, and also if the vendor fails to deliver the equipment ordered within specified time as appropriately decided by the institute at a rate decided by the purchase committee
36	The Vendor will perform IQ/OQ/PQ during installation and OQ /PQ every year as per NABL recommendations.

Technical Specification- Cryostat

Sl. No	Technical Specification (Cryostat)
1	Universal open topped insulated body Cryomicrotome with spacious Cryo chamber with independent temperature controls from 0°C to minus 25°C or better
2	Independent Temperature setting of specimen holder adjustable to -43 °C ±2 °C at 20 °C ambient or better
3	Additional independent quick Freezing Stations with peltier cooling technology and adjustable temperature reaching minimum to at least minus 40°C for quick cooling of specimen
4	One or more quick freezing stations are preferable
5	Freezing shelf position 10 or more. Should be able to handle variable sizes specimen using chucks of at least 3 different sizes.
6	The blade holder should have lateral displacement feature for the maximum usage of blade.
7	Section thickness minimum should be 1 um ranging to 100um in standard increments
8	Vertical cutting stroke of at least 55mm.
9	Total horizontal specimen advance of at least 25 mm.
10	Trimming Facility should be ranging from 5-50 um or more with continuous motorized coarse feed
11	disinfection system by UV Illumination. If certified chemical disinfectant based system is provided by any firm, the chemical concerned should be supplied to the user department which suffices for at least one year of use, 50 hours per week use basis. The cost of the disinfectant should be quoted as optional item, so that the price of the same can be fixed for next five years for use with the instrument. This is mandatory.
12	Unit must have Automatic defrost cycle defrost programmes , with safe drainage system and filtering system for waste
13	Immediate defrosting facility should be there.
15	The specimens should be rotatable in X, Y & Z axis 360° and at 0 position of chuck.
16	Automatic error coding system should be installed in the instrument. The manual trouble shoot should be elaborate enough to explain and direct the actions in all error codes.
17	The universal blade holder suitable for high profile disposable blades, should be stable with lateral adjustment, blade ejection function, palm rest, finger guard and glass/Perspex anti-roll plate should be there.
18	Manual cutting wheel should be provided on right side of instrument
19	Integrated vacuum system for stretching of the tissue sections and suction of cutting debris should be there.
20	Big LCD/ LED display for all operations, including trimming thickness, accurate display of temperature, illumination, quick freeze indicator, etc should be there.
21	Accessories: Ten specimens chucks of different sizes, section waste tray (1), brush shelf (1), small brush (2), large brush (2), tool set box (1), cryostat oil (at least 200 ml), at least 12 bottles of best grade OCT compound, 10 packs of disposable blades for cryostat, cleaning spray (5), and 02 antiroll plates of desired sizes suitable for the instrument should be given free of cost.
24	Suitable voltage backup stabilizer on 220-240V/ 50 Hz should be provided with the machine at no extra cost.
25	All safety considerations and related documents also must be supplied with the bid.
26	IQ/OQ/PQ of equipment's must be done at the time of installation at no additional cost.

A. GENERAL POINTS:**1. Warranty:**

- a) The bidders must quote for Comprehensive Warranty as per Conditions of Contract of the bidding document for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.
- c) All software and hardware updates should be provided free of cost during Comprehensive Warranty period.
- d) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

2. After Sales Service:

After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the User Department.

4. Comprehensive Annual Maintenance Contract (CAMC) of subject equipment:

- a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include preventive maintenance including testing & calibration as per technical/service/ operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period may be quoted for next five years on yearly basis for complete equipment including third party items as per Price Schedule.
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPB basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5% of the cost of the equipment (as per Performa given in bidding document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakh.
- e) All **software/hardware** updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.

- f) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.
- g) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

5. Uptime & Downtime Penalty Clause:

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. Complaints should be attended properly, maximum within 8 hrs.

6. Turnkey Work:

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Bidders are required to quote separately for the equipment and Turnkey Work as per Price Schedule. The Turnkey Work costs may be quoted in Indian Rupee and the same will be added for Ranking Purpose.

The Turnkey Work should completely comply with AERB requirement, wherever required.

SECTION - VIII

QUALIFICATION CRITERIA

1. The bidders must be a manufacturer. In case the manufacturer does not quote directly, they may authorize their authorized agent as per proforma of "Manufacturer Authorization Form" as given in the bidding document to quote and enter into a contractual obligation.
2. Past Performance: The bidder should have supplied and installed similar equipment meeting major parameters of technical specification for at least 80% of the tendered quantity (cumulative quantity) during last Five years from the date of Bid Opening to any Central / State Govt Organization / PSU / Public Listed Company.

Note: In support of 2 above, the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'. The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender. In case of GeM contract, Consignee Receipt & Acceptance Certificate (CR&AC) will also be considered as performance certificate.

3. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
4. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 and 3 stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.
5. **Preference to Make In India products (For bids less than 200 Crore):** Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document as 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as guideline issued by Department of Pharmaceuticals vide Ref. 31026/36/2016-MD dtd 16.02.2021 read with its subsequent amendments. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued time to time by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be

uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase.

preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

7. Any bidder Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority, as specified in Annex I of order No. F.7/10/2021-PPD(1) dated 23-Feb-2023, with its subsequent amendments/ clarification, if any and bidder must comply with all provisions mentioned in the order. Said order is available for download from website of Department of Expenditure (DoE), Public Procurement Division, Ministry of Finance.

Bidder should submit AFFIDAVITE on Non-Judicial Rs. 100/- Stamp paper duly Notarized as per PROFORMA 'B' regarding GFR Rule 144 (xi) as per Department of Expenditure, Ministry of Finance Notification dated 23-Feb-2023 and its subsequent amendments/ clarification, if any

PROFORMA 'A'**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

GTE No. : _____

Date of Bid Opening : _____

Name and address of the Bidder : _____

Name and address of the Manufacturer : _____

Order placed by (full address)	Order no. and date ##	Description (Model no.) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years, as applicable, of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name_____

Business Address_____

Signature of Bidder_____

Place: _____

Seal of the Bidder_____

****** The documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date

The bidders are requested to submit the purchase order copies for the specific model quoted along with the Techno-commercial Bid.

PROFORMA 'B'**{On Non-Judicial Rs. 100/- Stamp paper duly Notarized}****AFFIDAVITE FOR LAND BORDER SHARING DECLARATION***(Reference: Restrictions under Rule 144 (xi) of the General financial Rule (GFRs), 2017)*

Date:

Tender Ref. no. (Tender ID):

Name of the Tendered Item:.....

Name of the Bidder:.....

Quoted Model:.....

Name & Address of Original Equipment Manufacturer of quoted model:

i) Actual Manufacturing Site:

ii) Legal Manufacturing Site:

It is hereby declared that in line with Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by MoF, Govt. of India read with it's subsequent amendments regarding restrictions on procurement from a bidder of a country which shares a land border with India, We hereby confirm the following:

i) We, M/s.(*Name of the Bidder*) have read the above order and; I certify that our company (as a bidder), our Manufacturer's Authorization firm M/s.(if applicable) and the quoted item against the above tender:

☐ is not from such country *OR* not a subsidiary of an entity from such country or,

☐ if from such a country, has been registered with the Competent Authority (*if applicable, registration from Competent Authority is to be enclosed*).

I hereby certify that our company (as a bidder) fulfills all criteria of the above order {Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023} read with it's subsequent amendment(s) and is eligible to be considered.

ii) We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that we (as a bidder) and our quoted item against the above tender do not have any ToT arrangement requiring registration with the Competent Authority.

The information provided above are true and we understand that any deviation, if found, the procuring entity has right to initiate legal action against us including debarment/blacklisting.

Seal & Signature

Name & Designation of Authorized signatory:
(*As per Power of Attorney provided in the tender*)

Place & Date:

Note: It is to ensure that no tampering is permissible in the above format.

SECTION – IX

BID FORM

To
CEO
HLL Infra Tech Services Limited
B-14A, Sector-62
Noida – 201307

Ref. Your TE No. _____ due for opening on _____

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the bidding documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of “General Conditions Contract”, Section - IV read with modification, if any “Special Conditions of Contract”, in Section - V, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

We confirm that we fully agree to the terms and conditions specified in above mentioned bidding document, including amendment/ corrigendum if any.

“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security.”

Name_____

Business Address_____

Place: _____

Signature of Bidder_____

Date: _____

Seal of the Bidder_____

SECTION - X
PRICE SCHEDULE

Price to be filled in the relevant field strictly as per the Price Bid Format provided in the e-tender portal '<https://etenders.gov.in/eprocure/app>' under the Tender ID as per terms of the tender enquiry.

The instructions mentioned in the Price Bid Format are to be read and followed by the participating bidders while filling the Price Bid.

SECTION – XI

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____(Name and address of the Bidder)

(Hereinafter called the "Bidders")

Has submitted its Bid dated _____for the supply of

(Hereinafter called the "Bid")

Against the purchaser's ATE No. _____

Know all persons by these presents that we _____having
our registered office at _____

(Herein after called the "Bank")

Are bound unto HLL Infra Tech Services Ltd., Noida (for and on behalf of AIIMS)

(Hereinafter called the "Purchaser")

In the sum of _____for which payment will and truly to be
made to the said Purchaser, the Bank binds itself, its successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this_____day of _____
20____.

The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a. if the bidder fails or refuses to furnish the performance security for the due performance of the contract or
 - b. if the bidder fails or refuses to accept/execute the contract or
 - c. if it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto_____*(insert date of additional forty-five days after Bid validity)* and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
(Name and designation of the Officer)

.....
(Seal, name & address of the Bank and address of the Branch)

SECTION XII

MANUFACTURER'S AUTHORISATION FORM

The CEO
HLL Infra Tech Services Limited
B-14A Sector-62
Noida, Uttar Pradesh-201307

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the bid*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):
_____ (*please provide reason here*).

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:

1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.

SECTION – XIII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CAMC SECURITY

WHEREAS _____(Name and address of the supplier) (Hereinafter called “the supplier”)

has undertaken, in pursuance of Purchase Order/ Contract no _____
dated _____to supply _____(*insert description of goods and services*)
(Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____(*insert Amount of the guarantee in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will remain in force upto _____(*insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XIV**CONTRACT FORM - A****CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(Insert Name of concerned Centre/Hospital/Department/Section)
ANSARI NAGAR, NEW DELHI-110 029

Contract No _____ dated _____

To _____

(insert name of Supplier with address)

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. ATE No of Bidding Documents: _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Purchaser
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bidding Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Bidding Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Bid Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its Bid;
 - (viii) Manufacturers' Authorisation Form (if applicable);
 - (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – "General Instructions to Bidders" of the Bidding Document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____(In words) _____

- (ii) Delivery schedule: _____
(iii) Details of Performance Security required: _____
(v) Destination and despatch instructions: _____
(vi) Consignee: _____

6. Warranty clause:

7. Payment terms:

(Signature, name and designation of the Purchaser authorised official)
For and on behalf of Director, AIIMS

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of _____
(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

CONTRACT FORM – B**CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE**
CONTRACT(CAMC)

Comprehensive Annual Maintenance Contract No. _____

Dated _____

Between

Director, AIIMS

And

(insert Name & Address of the Supplier)

Reference: Contract/ Purchase Order No. _____ dated _____ for supply, installation & commissioning, Training and CAMC of goods & services.

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4					5	6
Items Sr. No./ RFx no.	Brief descriptio n of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs					GST Value in Rs (____%)	Total CAMC Cost for 5 Years with GST (3) $X[(4a+4b+4c+4d+4e) + (5)]$
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	d	e		

Total value (in figure) _____ (In words) _____

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CAMC)
- c) The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software and hardware updates should be provided without any extra cost during CAMC period.

- g) The Bank Guarantee valid till _____ [(fill the date) 3 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5% of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIV of the Bidding Document, along with the signed copy of CAMC within a period of 21 (twenty-one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be encashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

(Signature, name and designation of the Store Officer/ASO of the Purchaser)

(Signature, name and designation of the F&CAO of the Purchaser)
For and on behalf of Director, AIIMS

(Seal of the Purchaser)

Date: _____

Place: _____

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of _____
(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

Note:- The contract will be prepared on Non-judicial Stamp paper (currently of value of Rs. 100).

SECTION – XV

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

- 1) Contract/Purchase Order No. & date:_____
 - 2) Supplier's Name:_____
 - 3) Consignee's Name & Address: _____
 - 4) Name of the item supplied:_____
 - 5) Quantity Supplied:_____
 - 6) Date of Receipt by the Consignee:_____
 - 7) Signature of Authorized Representative of Consignee withdate:_____
 - 8) Name and designation of Authorized Representative of Consignee: _____
 - 9) Seal of the Consignee: _____
-

SECTION – XVI**CONSIGNEE ACCEPTANCE CERTIFICATE**

(To be given by consignee's authorized representative)

This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

- 1) Contract/Purchase Order No. & date: _____
- 2) Supplier's Name: _____
- 3) Consignee's Name & Address: _____
- 4) Name of the item Supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Date of Installation/Commissioning and Acceptance of Equipment: _____
- 8) The supplier has fulfilled its contractual obligations satisfactorily

OR

The supplier has failed to fulfill its contractual obligations with regard to the following:

- i)
 - ii)
 - iii)
 - iv)
- 9) The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).
 - 10) Signature of Authorized Representative of Consignee with date: _____
 - 11) Name and designation of Authorized Representative of Consignee: _____
 - 12) Seal of the Consignee: _____

APPENDIX-A

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____ Year _____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s.,with office at _____ represented by Shri _____ , _____(Designation) (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.
HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

- 2.0 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show

favour or disfavor to any person in relation to the contract or any other contract with HITES.

- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The Bidder(s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder(s) will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDER(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture or its authorised agent/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.

- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/Contractors / Subcontractors

- 2.1 The Bidder(s)/Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 2.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- 2.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
 - xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.
- 5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product /systems or subsystems OR providing similar services at a price/charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HITES has appointed Shri RadhakrishnaKini A, IPS (Retd.) as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:
- Shri RadhakrishnaKini A, IPS (Retd.)
Independent External Monitor (IEM)
- Office: HLL Infra Tech Services Ltd
B-14-A, sector 62, Noida 201307, U.P
Tel: 0120 4071500
Email: iem1@hllhites.com
- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

Clause.8. Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES/Consignee and the BIDDER/Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Infra Tech Services Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.

Format - I

No claim certificate

(Refer Para 9.5 and 9.10)
(On company letterhead)

To,
(Contract Executing Officer)
Procuring Entity

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated for the supply of

We have received the sum of Rs. (Rupees only) in initial payment, and the balance payment due to us for final settlement is Rs. (Rupees only), for the supply ofunder the abovementioned contract agreement, between us and Government of India. We here by unconditionally and without any reservation whatsoever, certify that with this payment, further we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against afore said contract agreement executed by us. We further declare unequivocally, that with this due payment, we will receive all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,
Signatures of contractor or
officer authorized to sign the contract documents
on behalf of the contractor
(company stamp)

Date:
Place:

APPENDIX – 1

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
 - b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
 - c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
 - e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. Standing Committee: A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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F.No.31026/36/ 2016-MD
Ministry of Chemicals & Fertilizers
Government of India
Department of Pharmaceuticals

Dated 16th February, 2021
Shastri Bhawan, New Delhi

Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017 - revision, related to procurement of Goods & Services in Medical Devices - reg.

Whereas Department for Promotion of Industry and Internal Trade (DPIIT), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement (Preference to Make in India) Order (PPO), 2017 vide no. P-4502/2/2017-B.E.-II dated 15.06.2017, which is partially modified by Order no. P-45021/2/2017-PP (BE-II) dated 28.05.2018, Order no. P-45021/2/2017-PP (BE-II) dated 29.05.2019, Order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas DPIIT, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO, 2017 relating to goods & services related to Pharmaceuticals Sector. DPIIT vide O.M. no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal department for product category Medical Devices shall be Department of Pharmaceuticals.

Now, therefore, Department of Pharmaceuticals, in supersession of the guidelines issued earlier vide F.No. 31026/36/2016-MD dated 18.05.2018, F.No. 31026/36/2016-MD dated 16.10.2018, F.No. 31026/36/2016-MD (Vol-II) dated 12.12.2019 and F.No. 31026/36/2016-MD dated 09.11.2020, issues the following guidelines for implementation of the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, as revised by DPIIT on 16.09.2020, with respect to public procurement of Goods & Services in Medical Devices:-

1. **Local Content:** 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
2. **Class-I Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
3. **Class-II local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 25% but less than 50%.

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4. **Non-Local supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 25%.

5. Verification of Local Content:

- a. The 'Class-I local supplier' / Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The following Committee is being formed for independent verification of self-declarations and auditor's/accountant's certificate on random basis and in the case of complaints-

1. Chairman - Joint Secretary (Medical Device) in DoP
2. Member - Director / Deputy Secretary (Medical Devices) in DoP
3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSCO
4. Member - Dr. Akshaya Srivastva, Associate Professor, National Institute of Pharmaceutical Education and Research, Ahmedabad
5. Member - Dr. Jitendra Sharma, CEO & MD, Andhra Pradesh Medtech Zone Ltd, Andhra Pradesh

- d. In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the complaint by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

6. These guidelines shall be applicable to all Central Sector Schemes/Centrally Sponsored Schemes for procurement made by States and local bodies if project or scheme is fully or partially funded by Government of India.

7. All other provisions of Public Procurement (Preference to Make in India) Order 2017, as revised by DPIIT on 16.09.2020, shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.

8. These guidelines shall remain applicable, until further orders, from the date of issuance.

9. These guidelines will supersede the guidelines issued earlier by DoP vide F.No. 31026/36/2016-MD dated 18.05.2018, F.No. 31026/36/2016-MD dated 16.10.2018, F.No. 31026/36/2016-MD (Vol-II) dated 12.12.2019 and F.No. 31026/36/2016-MD dated 09.11.2020.

81-9-16/2
(Dr. Sumit Garg)
Deputy Secretary
Tele: 011-23389840

Copy to:

1. All Ministries/Departments of Government of India
2. Cabinet Secretariat
3. PMO
4. NITI Aayog
5. Comptroller and Auditor General of India
6. AS&FA, Department of Pharmaceuticals
7. Joint Secretary (DPIIT), Member-Convener of Standing Committee of Public Procurement Order
8. Internal Circulation